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Approved For Release 2001/08/23 : CIA-RDP57-00384R000700100040-2

AGREEMENT

between

(Typed 6 July 1949)

OGC Has Reviewed

THE UNITED STATES OF AMERICA

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and

[REDACTED]

MEMORANDUM OF AGREEMENT made this _____ day of July 1949, effective as of the 30th day of June 1949, by and between THE UNITED STATES OF AMERICA (hereinafter called "the Government"), represented by the Contracting Officer and [REDACTED] residing at [REDACTED] (hereinafter called "The Contractor").

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WHEREAS, The Government desires that the Contractor prepare a certain monograph, hereinafter described, for the Government; and

WHEREAS, The Contractor is willing to prepare, and sell to the Government, said monograph on the basis hereinafter specified; and

WHEREAS, The purchase of said monograph is necessary in order to enable the Central Intelligence Agency to perform its functions; and

WHEREAS, The Contracting Officer finds, after careful scrutiny, that payments in advance on account of actual costs will promote the national interest;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I. Performance. The Contractor shall, with the utmost dispatch, prepare and furnish to the Government, a complete monograph as more fully described in the appendix to this contract, marked Appendix A.

ARTICLE II. Delivery. The Contractor shall deliver said monograph to the Government, in accordance with the instructions of the Contracting Officer or an authorized representative, on or before 30 September 1949.

ARTICLE III. Payment. The Government shall make payment to the Contractor, upon the submission of appropriate vouchers supplied by the Government and approved by the Contracting Officer, for said monograph in the amount of \$2600.00. Partial or advance payments may be made to the Contractor upon his application for work hereunder, in

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amounts approved by the Contracting Officer or authorized representative. It is understood that final payment hereunder shall be made only upon delivery by the Contractor of a monograph approved and accepted by the Contracting Officer or an authorized representative.

ARTICLE IV. Expenses. In order to secure this monograph, the Government shall require the Contractor to travel from the Contractor's present place of residence to certain specified country or countries. All travel by the Contractor for which reimbursement will be made by the Government must be approved by the Government. The Government shall provide transportation or funds therefor from the Contractor's place of residence to specified country or countries, and incidental travel within such area. The Government shall not provide transportation or funds therefor in excess of \$250.00 for incidental travel within the area nor more than \$250.00 for travel within the United States. In addition, the Government shall pay to the Contractor the per diem of \$9.00 in lieu of subsistence expenses from the time the Contractor leaves his place of residence until return thereto. In addition to the above-mentioned expenses, the Contractor is authorized to incur entertainment and certain other extraordinary expenses for which the Government will reimburse the Contractor in an amount not to exceed \$200.00. Appropriate accounting will be rendered by the Contractor for all expenses or funds advanced under the provisions of this Article.

ARTICLE V. Copyright Provision. The Government shall be the proprietor of the monograph to be prepared and furnished by the Contractor hereunder. If requested to do so by the Contracting Officer or his authorized representative, the Contractor shall copyright any such report in its own name at Government expense; provided, however, that the Contractor will assign any such copyright to the Government for the public domain upon the written request of the Contracting Officer.

ARTICLE VI. Disputes. In the event disputes arise between the Government and the Contractor to this Contract, attempts shall be made to settle the matter in an equitable manner. The decision of the Contracting Officer, where such disputes are referred to him, shall be final.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written intending to be legally bound thereby.

WITNESSES:

THE UNITED STATES OF AMERICA

BY

Contracting Officer

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